

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

GAIL FARBER, Director

May 15, 2012

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

3 May 1

May 15, 2012

SACHI A. HAMAI EXECUTIVE OFFICER

COOPERATIVE AGREEMENT AND GRANT OF EASEMENT BETWEEN
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND
THREE VALLEYS MUNICIPAL WATER DISTRICT
LIVE OAK SPREADING GROUNDS IMPROVEMENT PROJECT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)

SUBJECT

This action is to enter into a cooperative agreement with Three Valleys Municipal Water District related to the design, construction, and granting of an easement for improvements at the Los Angeles County Flood Control District's Live Oak Spreading Grounds. The agreement provides for Three Valleys Municipal Water District to fund 50 percent of the actual costs incurred for the permits and construction of the project, which will be administered by the Los Angeles County Flood Control District.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

- 1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
- 2. Authorize the Chief Engineer of the Los Angeles County Flood Control District, or her designee, to enter into a cooperative agreement with the Three Valleys Municipal Water District, related to the design and construction of pipeline improvements and spreading grounds improvements at the Live Oak Spreading Grounds. Three Valleys Municipal Water District will reimburse the Los Angeles County Flood Control District for 50 percent of permit and construction costs, up to a maximum

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amount of \$515,570.

- 3. Find that the grant of easement for water pipeline purposes, and subsequent use of said easement will not interfere with the use of Live Oak Spreading Grounds for any purposes of the Los Angeles County Flood Control District.
- 4. Approve the grant of easement for water pipeline purposes from the Los Angeles County Flood Control District to Three Valleys Municipal Water District within Live Oak Spreading Grounds.
- 5. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District, or her designee, to sign the Easement document and authorize delivery to Three Valleys Municipal Water District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the proposed project is exempt from the California Environmental Quality Act (CEQA) and to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD), or her designee, to enter into a cooperative agreement, substantially similar in form and content to the enclosed cooperative agreement, and grant easement to Three Valleys Municipal Water District (TVMWD).

<u>Implementation of Strategic Plan Goals</u>

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). Maintaining a collaborative partnership with a local agency to increase the local groundwater supply by designing and constructing an effective groundwater recharge project will improve the quality of life for citizens of the Los Angeles County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction cost of this project is \$805,000. The estimated cost of permits is \$226,140. TVMWD will reimburse the LACFCD for 50 percent of the project construction and permit costs up to a maximum of \$515,570. Sufficient funds for the project environmental permit, construction, and construction support costs are available in the Recommended Fiscal Year 2012-13 Flood Control District Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LACFCD has an ongoing interest and commitment to partner with local agencies to maximize water conservation and groundwater recharge benefits. TVMWD is a municipal water district organized and operating under the provisions of the Municipal Water District Law of 1911, Water Code section 71000 et seq., and supplements and enhances local water supplies in eastern Los Angeles County. Live Oak Spreading Grounds recharges the San Dimas Groundwater Basin in the eastern Los Angeles County. LACFCD owns and operates Live Oak Spreading Grounds, located in the unincorporated territory of the Los Angeles County near the Cities of La Verne and Claremont.

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TVMWD and LACFCD executed an Agreement in July 2003 to establish the terms and conditions under which LACFCD will spread, or cause to be spread, imported water at the spreading grounds for the benefit of TVMWD and its customers.

LACFCD proposes to design improvements at Live Oak Spreading Grounds (Spreading Ground Improvements), including a rubber dam and appurtenant structures, for the purpose of increasing the efficiency of the operations at the spreading grounds.

TVMWD previously constructed and maintains an imported water connection at Live Oak Spreading Grounds. TVMWD proposes to design a pipeline and appurtenances to extend from the existing imported water connection (Pipeline Improvements), in order to utilize the proposed Spreading Ground Improvements for imported water in accordance with the Agreement executed in July 2003.

LACFCD proposes to combine and construct the Spreading Ground Improvements and the Pipeline Improvements as the Live Oak Spreading Grounds Improvement Project.

LACFCD will schedule construction of the project and will be responsible for environmental documentation and permitting, administration, and project management.

TVMWD will reimburse LACFCD 50 percent of project permit and construction costs up to a maximum of \$515,570. The cooperative agreement will be substantially similar in form and content to the enclosed agreement, which has been approved as to form by County Counsel.

The easement will be granted to TVMWD to operate and maintain Pipeline Improvements, which will deliver imported water to Live Oak Spreading Grounds. Following completion of design and obtaining necessary permits, we will return to your Board to request approval of the project, advertise it for construction, and award the construction contract.

ENVIRONMENTAL DOCUMENTATION

The Pipeline Improvements are statutorily exempt from the CEQA pursuant to section 21080.21 of the Public Resources Code and section 15282(k) of the CEQA Guidelines.

The Spreading Ground Improvements are categorically exempt from CEQA and within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in section 15302 of the CEQA Guidelines. In addition, there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records.

<u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

Approval to enter into a cooperative agreement and grant an easement will ultimately enhance groundwater recharge in the San Dimas Groundwater Basin to benefit the residents of Los Angeles County.

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CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Water Resources Division.

Respectfully submitted,

GAIL FARBER

Director

GF:CS:abc

Enclosures

Chief Executive Office (Rita Robinson)
 County Counsel
 Executive Office

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COOPERATIVE AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THREE VALLEYS MUNICIPAL WATER DISTRICT REGARDING THE LIVE OAK SPREADING GROUNDS IMPROVEMENT PROJECT

This Cooperative Agreement (COOPERATIVE AGREEMENT) is entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (DISTRICT) and THREE VALLEYS MUNICIPAL WATER DISTRICT (THREE VALLEYS), effective as of the date of execution by the last party to execute this COOPERATIVE AGREEMENT (EFFECTIVE DATE) for the purposes stated herein.

RECITALS

WHEREAS, the DISTRICT is a body corporate and politic, organized and operating under the provisions of the Los Angeles County Flood Control Act (Flood Control Act); and

WHEREAS, the Flood Control Act authorizes the DISTRICT to conserve waters by spreading, storing, retaining, or causing them to percolate into the soil, thereby recharging subsurface water storage within groundwater basins in the County of Los Angeles; and

WHEREAS, the DISTRICT owns and operates the Live Oak Spreading Grounds, located in the unincorporated territory of the County of Los Angeles near the Cities of La Verne and Claremont, as more particularly described and depicted on the map attached hereto as Exhibit A and incorporated herein by this reference (Spreading Grounds), for the purpose of recharging the groundwater basin in eastern County of Los Angeles; and

WHEREAS, THREE VALLEYS is a municipal water district organized and operating under the provisions of the Municipal Water District Law of 1911, Water Code section 71000 et seq.; and

WHEREAS, THREE VALLEYS supplements and enhances local water supplies in eastern County of Los Angeles; and

WHEREAS, section 17 of the Flood Control Act authorizes the DISTRICT to cooperate with entities such as THREE VALLEYS to conserve waters, including waters that have been imported (Imported Water) from outside the DISTRICT; and

WHEREAS, THREE VALLEYS and the DISTRICT executed an Agreement in July 2003 to establish the terms and conditions under which the DISTRICT will spread, or cause to be spread, Imported Water at the Spreading Grounds for the benefit of THREE VALLEYS; and

WHEREAS, THREE VALLEYS previously constructed and maintains an Imported Water connection at the Spreading Grounds; and

WHEREAS, the DISTRICT plans to design and construct improvements at the Spreading Grounds (SPREADING GROUND IMPROVEMENTS) for the purpose of increasing the intake and storage capacity and automating diversion operations at the Spreading Grounds; and

WHEREAS, THREE VALLEYS proposes to design a pipeline extension from the existing Imported Water connection including but not necessarily limited to, pipes, valves, meter(s), outlet structure, and other appurtenances (PIPELINE IMPROVEMENTS), in the general location delineated in Exhibit B, in order to utilize the proposed SPREADING GROUND IMPROVEMENTS for Imported Water in accordance with the Agreement executed in July 2003; and

WHEREAS, the DISTRICT proposes to construct the SPREADING GROUND IMPROVEMENTS and the PIPELINE IMPROVEMENTS as a combined project (PROJECT); and

WHEREAS, the construction of the PROJECT will require compliance with the California Environmental Quality Act (CEQA) and obtaining regulatory/environmental permits including, but not limited to permits from the United States Army Corps of Engineers, the California Department of Fish and Game, and the Regional Water Quality Control Board (CEQA compliance and the regulatory/environmental permits for the PROJECT are hereinafter collectively referred to as PERMITS); and

WHEREAS, the total estimated cost of construction of the PROJECT is approximately Eight Hundred Five Thousand and 00/100 Dollars (\$805,000.00), and the estimated total cost of the PERMITS is Two Hundred Twenty-Six Thousand One Hundred Forty and 00/100 Dollars (\$226,140.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the DISTRICT and THREE VALLEYS, the parties agree as follows:

A. DISTRICT AGREES:

- 1. To prepare design plans and specifications for the SPREADING GROUND IMPROVEMENTS at its sole cost and expense based on industry standards.
- 2. To review the final plans and specifications for the PIPELINE IMPROVEMENTS.
- 3. To prepare and/or obtain PERMITS.
- To award and administer contract(s) that the DISTRICT deems necessary for construction of the PROJECT in accordance with all applicable legal requirements. All such contract(s) shall contain language requiring THREE

VALLEYS and its directors, employees, and agents to be included as additionally named insureds on all policies of insurance required for the PROJECT, and that such policies of insurance shall be primary as respect to THREE VALLEYS and its directors, employees, and agents, and that any and all coverage that may be available to THREE VALLEYS shall be considered excess and noncontributory.

- 5. To complete the PROJECT, in compliance with all applicable legal requirements and in a manner reasonably acceptable to THREE VALLEYS, subject to section C paragraph 8 below.
- 6. To make changes or modifications to final plans and specifications for the SPREADING GROUND IMPROVEMENTS if necessitated by unforeseen or unforeseeable field conditions encountered during construction of the PROJECT, all at DISTRICT'S sole cost and expense, and to submit Change Order Requests and Requests for Information related to the construction of the PIPELINE IMPROVEMENTS to THREE VALLEYS for approval or rejection.
- 7. To fund the costs for the PERMITS and construction of the PROJECT in excess of THREE VALLEYS' contribution as described in section B, below.
- 8. To prepare and send invoices to THREE VALLEYS as follows:
 - i. The first invoice, for One Hundred Thirteen Thousand Seventy and 00/100 Dollars (\$113,070.00), shall be prepared and sent to THREE VALLEYS after execution of this COOPERATIVE AGREEMENT
 - ii. The second invoice, for Two Hundred One Thousand Two Hundred Fifty and 00/100 Dollars (\$201,250.00), shall be prepared and sent to THREE VALLEYS after execution of a construction contract for the PROJECT.
 - iii. The third invoice, for the remaining funds not to exceed Two Hundred One Thousand Two Hundred Fifty and 00/100 Dollars (\$201,250.00), shall be prepared and sent to THREE VALLEYS after the completion of the PROJECT and the preparation of the final accounting of the actual costs incurred for the PERMITS and the construction of the PROJECT, including contingency expenditures, as described below.
- Upon completion of the construction of the PIPELINE IMPROVEMENTS, to grant
 to THREE VALLEYS an easement for the maintenance and operation of the
 PIPELINE IMPROVEMENTS in the form attached hereto as Exhibit C
 and incorporated herein by this reference (EASEMENT), at no cost to
 THREE VALLEYS.
- 10. Upon completion of the PROJECT, to prepare a final accounting of the actual costs incurred for the PERMITS and the construction of the PROJECT,

including contingency expenditures as mutually agreed by both DISTRICT and THREE VALLEYS.

11.To indemnify, defend, and hold harmless THREE VALLEYS, including their officers, employees, and agents, from and against any and all claims, demands, liability, damages (including but not limited to, bodily injury, death, personal injury, or property damage), costs and expenses (including, but not limited to attorney fees and other litigation expenses), arising from or caused by any negligent act or omission, or any reckless or willful misconduct, of DISTRICT or any of its officers, agents, employees, and/or contractors in the performance of any work undertaken and/or obligation assumed pursuant to this COOPERATIVE AGREEMENT. This indemnification will not apply to the extent that the claims, demands, liability or damages arise from the negligence, recklessness or willful misconduct of THREE VALLEYS or any of its officers, employees, agents or contractors. This indemnity will survive termination or expiration of the COOPERATIVE AGREEMENT.

B. THREE VALLEYS AGREES:

- 1. To prepare design plans and specifications for the PIPELINE IMPROVEMENTS at its sole cost and expense based on industry standards.
- To provide engineering support services for construction of the PIPELINE IMPROVEMENTS and make changes or modifications to final plans and specifications for the PIPELINE IMPROVEMENTS if necessitated by unforeseen or unforeseeable field conditions encountered during construction of the PROJECT, all at THREE VALLEYS' sole cost and expense.
- 3. To accept the EASEMENT when granted by DISTRICT.
- 4. Upon acceptance of the EASEMENT and DISTRICT'S completion of construction of the PIPELINE IMPROVEMENTS in a manner reasonably acceptable to THREE VALLEYS, to be solely responsible for the operation and maintenance thereof, to the DISTRICT'S reasonable satisfaction and in a manner that will keep the PIPELINE IMPROVEMENTS operational.
- 5. To maintain flow metering devices, reasonably acceptable to the DISTRICT, at the service and discharge structures of the PIPELINE IMPROVEMENTS and to record and provide the DISTRICT with daily readings of the flow rate in cubic feet per second and the total acre feet of any and all Imported Water discharged from the PIPELINE IMPROVEMENTS.
- 6. To fund 50 percent of the actual costs incurred for the PERMITS and for construction of the PROJECT, including mutually agreed-upon contingency

expenditures, not to exceed a total contribution of Five Hundred Fifteen Thousand Five Hundred Seventy and 00/100 Dollars (\$515,570.00).

7. To make the following payments to the DISTRICT:

- i. One Hundred Thirteen Thousand Seventy and 00/100 Dollars (\$113,070.00) within 60 days of receipt of the first invoice from DISTRICT, described above.
- ii. Two Hundred One Thousand Two Hundred Fifty and 00/100 Dollars (\$201,250.00) within 60 days of receipt of the second invoice from DISTRICT, described above.
- iii. The remaining funds not to exceed Two Hundred One Thousand Two Hundred Fifty and 00/100 Dollars (\$201,250.00) within 60 days of receipt of the third invoice from DISTRICT, described above.
- 8. To indemnify, defend, and hold harmless the DISTRICT, including its officers, employees, and agents, from and against any and all claims, demands, liability, damages (including but not limited to, bodily injury, death, personal injury, or property damage), costs and expenses (including but not limited to attorney fees and other litigation expenses), arising from or caused by any negligent act or omission, or any reckless or willful misconduct, of THREE VALLEYS or any its officers, agents, employees, and/or contractors in the performance of any work undertaken and/or obligation assumed pursuant to this COOPERATIVE AGREEMENT. This indemnification will not apply to the extent that the claims, demands, liability or damages arise from the negligence, recklessness or willful misconduct of DISTRICT or any of its officers, employees, agents or contractors. This indemnity will survive termination or expiration of the COOPERATIVE AGREEMENT.

C. IT IS MUTUALLY UNDERSTOOD AND AGREED:

- Notwithstanding any other provisions in this COOPERATIVE AGREEMENT, the DISTRICT'S power, functions, and responsibilities, including those specified under the Flood Control Act and as necessary to protect the health and safety of the residents of the County of Los Angeles, as determined by the DISTRICT, in its sole and absolute discretion, shall be deemed paramount and superior to the operation of the PIPELINE IMPROVEMENTS and all other aspects of the PROJECT.
- 2. The SPREADING GROUND IMPROVEMENTS shall be the property of the DISTRICT and the PIPELINE IMPROVEMENTS shall be the property of THREE VALLEYS.
- 3. Notwithstanding any other provisions in this COOPERATIVE AGREEMENT, THREE VALLEYS acknowledges that the DISTRICT makes no representations

- and/or warranties regarding the quantity or quality of any additional flows that will be recharged into the groundwater basin as a result of the PROJECT.
- 4. Should either the DISTRICT or THREE VALLEYS receive grant funding to be allocated to the construction costs of the PROJECT, or should the actual costs incurred for the PERMITS and for construction of the PROJECT, including mutually agreed-upon contingency expenditures, as determined by the final accounting described above, amount to less than One Million Thirty One Thousand One Hundred Forty and 00/100 Dollars (\$1,031,140.00), each party's share of PERMIT and construction costs shall be proportionately reduced.
- 5. The DISTRICT and THREE VALLEYS acknowledge that for all matters in this COOPERATIVE AGREEMENT, time is of the essence.
- 6. This COOPERATIVE AGREEMENT is effective as of the EFFECTIVE DATE and shall expire upon adoption of a superseding agreement, or upon mutual agreement of the parties.
- 7. This COOPERATIVE AGREEMENT is intended as a funding mechanism to assist the DISTRICT in financing the PROJECT. Nothing in this COOPERATIVE AGREEMENT is intended to transfer any authority or responsibility to THREE VALLEYS for the manner of operation of DISTRICT facilities, including the PROJECT, or to impose any liability upon either party other than to perform as explicitly set forth in sections A and B above.
- 8. Each party's performance under this COOPERATIVE AGREEMENT is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond said party's control, making it inadvisable, illegal, or impossible to perform their respective obligations under this COOPERATIVE AGREEMENT.
- 9. This COOPERATIVE AGREEMENT contains the full and complete understanding of the parties regarding the subject matter of this COOPERATIVE AGREEMENT and shall not be construed against either party as the drafter of the COOPERATIVE AGREEMENT, which shall be deemed to have been written by both parties.
- 10. If any term, clause, or provision of this COOPERATIVE AGREEMENT is held to be illegal, invalid, or unenforceable, the remainder of this COOPERATIVE AGREEMENT shall not be affected, but shall remain in full force and effect in accordance with the terms hereof.
- This COOPERATIVE AGREEMENT shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

- 12. No variation, modification, change, or amendment of this COOPERATIVE AGREEMENT shall be binding upon either party unless such variation, modification, change or amendment is in writing and duly authorized and executed by DISTRICT and THREE VALLEYS. This COOPERATIVE AGREEMENT shall not be amended or modified by oral agreement or understanding between the parties or by any acts or conduct of the parties.
- 13. No waiver of any breach or default by either party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver.
- 14. Neither party shall assign this COOPERATIVE AGREEMENT or any of such party's interest, rights, or obligations under this COOPERATIVE AGREEMENT without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that either party may assign this COOPERATIVE AGREEMENT or any part thereof to any successor governmental agency legally performing the functions of the assigning party as its successor.

D. NOTICES

Unless otherwise provided in this COOPERATIVE AGREEMENT, any notice demand or document from one party to the other under this COOPERATIVE AGREEMENT shall be delivered in writing via First Class United States Mail or overnight courier (United States Mail Express overnight delivery, Federal Express, or an equivalent service, overnight deliver), or via telefacsimile (with written confirmation as proof of deliver), or delivered in person as follows:

To DISTRICT:

Mr. Christopher Stone
Assistant Deputy Director
County of Los Angeles
Department of Public Works
Water Resources Division
900 South Fremont Avenue

Alhambra, CA 91803

Telephone: (626) 458-6100

Fax:

(626) 979-5436

To THREE VALLEYS:

Mr. Richard Hansen, P.E.

General Manager/Chief Engineer

Three Valleys Municipal Water District 1021 Miramar Avenue

Claremont, CA 91711

Telephone: (909) 621-5568 Fax: (909) 625-5470

The parties hereto have caused this COOPERATIVE AGREEMENT to be executed by and though their respective and duly authorized officers on the day and year indicated below.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT. a body corporate and politic By _____ Chief Engineer Date _____ APPROVED AS TO FORM: JOHN F. KRATTLI **Acting County Counsel** By Deputy THREE VALLEYS MUNICIPAL WATER DISTRICT By _____ Richard Hansen, P.E. General Manager/Chief Engineer Date ____ APPROVED AS TO FORM: By _____ Steven M. Kennedy District Counsel

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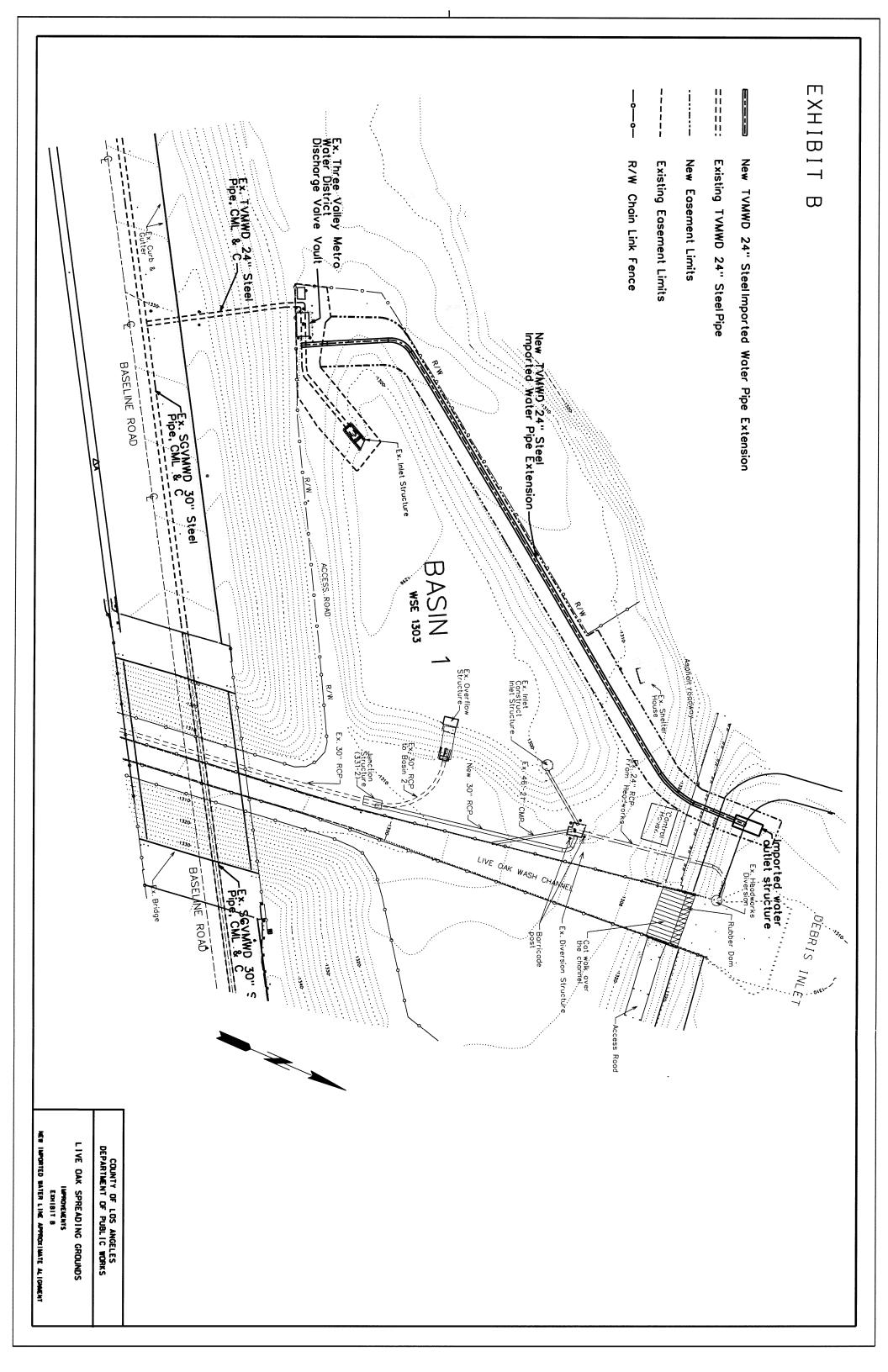


EXHIBIT C

RECORDING REQUESTED BY AND MAIL TO:

Three Valleys Municipal Water Dist. 1021 E. Miramar Avenue Claremont, CA 91711 Attention: Michael Sovich

SPECIMEN DOCUMENT ONLY

DO NOT RECORD

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

Assessor's Identification Number: 8669-022-910 (Portion) 8669-025-907 (Portion)

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT), does hereby grant to THREE VALLEYS MUNICIPAL WATER DISTRICT, a public agency organized under the laws of the State of California (hereinafter referred to as THREE VALLEYS), an easement for imported water pipeline purposes in, on, over, under, and across the real property in the City of Claremont, County of Los Angeles, State of California, described in Exhibit A attached hereto and by this reference made a part hereof.

Agreement between the DISTRICT and THREE	to the terms and conditions contained in a Cooperative VALLEYS regarding the Live Oak Spreading Grounds dated of Supervisors of the County of Los Angeles on
2012, as Agreement No	or supervise or the seamy of 2007 thigolog on,
Dated	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic
	By Chairman, Board of Supervisors of the Los Angeles County Flood Control District
	ATTEST:
(LACFCD-SEAL)	SACHI A. HAMAI, Executive Officer of the Board of Supervisors of the County of Los Angeles
Live Oak Spreading Grounds (File with: LIVE OAK SPREADING GROUNDS 7) (Affects LIVE OAK DEBRIS BASIN 11)	By:
22-RW 8.1 S.D. 5 H0322419	Date:

P:CONF: EASE-LIVE OAK SG 7 SPECIMEN.DOCX